**Letter of Understanding**

This letter of understanding, hereafter referred to as “AGREEMENT” dated October \_\_\_\_, 2010 between the Volusia County School Board / Atlantic High School, hereafter referred to as the “DISTRICT” and the City of South Daytona, hereafter referred to as “CITY”.

The CITY has developed a plot of public land at 755 Olive Street, South Daytona Florida known as the Sensory Park, hereafter referred to as the “FACILITY” and it is the intention of the CITY to keep the FACILITY as a pleasant and interesting place for the public to visit and enjoy.

The Horticultural, Environmental, and Marine Science Academy, hereafter known as the “ACADEMY,” has been established by the DISTRICT to promote career and technical education within the public school system and specifically to allow high school students to explore their interests for a possible career in areas related to these fields. The ACADEMY is self-supporting with regards to extra curricular activities and field studies.

ACADEMY students have the requirement to earn a number of service hours to earn the distinction of graduating as program completers. Under the direction of ACADEMY faculty, the students will maintain the vegetation in the FACILITY in a manner which will optimize the enjoyment and educational value of the grounds for the visiting public. Any proposed changes which extend beyond maintenance of the FACILITY will be coordinated and approved by staff of the CITY and the faculty of the ACADEMY prior to implementation .

The CITY will provide specialized materials as determined in the sole discretion of the CITY including but not limited to plants, power equipment, dirt, mulch and other items necessary in maintaining the FACILITY. The ACADEMY will provide supplemental labor and common tools and personal equipment including but not limited to rakes, shovels, and gloves for use by the ACADEMY students.

The CITY will provide professional advice to the students of the ACADEMY and established rules and regulations at the FACILITY which will be followed by the students of the ACADEMY.

To the extent permitted under sovereign immunity laws, the DISTRICT agrees to indemnify the CITY and hold the CITY harmless from all suits, actions, damages, liability, expenses, and reasonable attorneys fees in connection with loss of life, bodily, or personal injury, property damage, or other damages arising out of any occurrence occasioned wholly or in part by any act or omission of the DISTRICT or its employees, agents, and assigns.

In the event of a disagreement between the CITY and the ACADEMY, a designee from each will attempt to resolve the problem. Should all reasonable efforts fail to provide an acceptable solution, either party can dissolve this relationship with 30 days notice by either party.

This AGREEMENT is intended to remain in force for a period of one year.

The DISTRICT will provide CITY with a Certificate of Insurance documenting its liability insurance coverage.

The CITY reserves the right to cancel this AGREEMENT at any time for any reason upon providing 30 day written notice. In the event there is any behavior from students, faculty or others associated with the ACADEMY at the FACILITY that is unruly, causes public complaints, has unlawful activity taking place, or requires police personnel to be dispatched for any instance other than a medical emergency to the FACILITY, the CITY shall have the right to terminate immediately upon providing written notice of termination.

The ACADEMY hereby acknowledges that the CITY’s sensory park is a public park. All work performed by the ACADEMY and its students and faculty at the sensory park shall be in a safe manner with the understanding that the public walkways shall remain free and clear of debris and equipment. When the work is complete for the day, all equipment and materials shall be removed from the sensory park. The ACADEMY shall provide the CITY with a schedule of when work will be performed and the City shall approve or disapprove the schedule within five working days. If the CITY does not respond to the schedule request within the five days, the schedule shall be deemed approved by the CITY. No work shall be performed by the ACADEMY without an approved schedule. In the event the ACADEMY, its students or faculty observe a dangerous condition in the FACILITY, the ACADEMY shall immediately notify the CITY and if the dangerous condition exposes the ACADEMY, its students or faculty to risk of injury, the ACADEMY shall not perform any work pursuant this AGREEMENT until the CITY repairs or otherwise eliminates the dangerous condition.

By signature below, all parties agree to adhere to and support the conditions written in the AGREEMENT.

SIGNED:

Ronald S. Pagano, Principal Gregory Bartholomew

Atlantic High School Parks and Recreation Director

Date: Date:

WITNESS: WITNESS:

Name Name

Signature Signature

Name Name

Signature Signature